Form **PTO-1594** (Rev. 03/01)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademark	ks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):	Name and address of receiving party(ies)
Pelstar, LLC	Name: Guaranty Business Credit Corpo
Pelstar, LLC 1.9.02	Internal
☐ Individual(s) ☐ Association	Address: 8333 Douglas Avenue
General Partnership Limited Partnership	Street Address: Suite 530
Corporation-State	City: Dallas State: TX Zip: 75225
Other Limited Liability Company	Individual(s) citizenship
	Association
Additional name(s) of conveying party(ies) attached? 📮 Yes 🍱	No General Partnership
3. Nature of conveyance:	Limited Partnership
Assignment	Corporation-State Delaware
Security Agreement	
Q Other	
Execution Date: June 27, 2002	
4. Application number(a) or registration number(a):	
4. Application number(s) or registration number(s):	2,385,549 1,421,785
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2,302,693
	000,200
	1183,825 1,321,935 522,170
Additional number(s	183,825 1,321,935 523,170
	attached Yes No
Additional number(s 5. Name and address of party to whom correspondence concerning document should be mailed:	1
5. Name and address of party to whom correspondence	attached Yes No 6. Total number of applications and
5. Name and address of party to whom correspondence concerning document should be mailed: Name: John T. Mitchell	o attached Yes No 6. Total number of applications and registrations involved:
5. Name and address of party to whom correspondence concerning document should be mailed:	o attached Yes No 6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41)\$ 240.00
5. Name and address of party to whom correspondence concerning document should be mailed: Name: John T. Mitchell	o attached Yes No 6. Total number of applications and registrations involved:
5. Name and address of party to whom correspondence concerning document should be mailed: Name:John T. Mitchell Internal Address:	o attached Yes No 6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account
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5. Name and address of party to whom correspondence concerning document should be mailed: Name:John T. Mitchell Internal Address: Little Pedersen Fankhauser L.L.	o attached Yes No 6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41)
5. Name and address of party to whom correspondence concerning document should be mailed: Name:John T. Mitchell Internal Address: Little Pedersen Fankhauser L.L. Street Address:901 Main Street Suite 4110	7. Total fee (37 CFR 3.41)\$ 240.00 Enclosed Authorized to be charged to deposit account P. 8. Deposit account number:
5. Name and address of party to whom correspondence concerning document should be mailed: Name:John T. Mitchell Internal Address: Little Pedersen Fankhauser L.L. Street Address:901 Main Street Suite 4110	7. Total fee (37 CFR 3.41)
5. Name and address of party to whom correspondence concerning document should be mailed: Name:John T. Mitchell Internal Address: Little Pedersen Fankhauser L.L. Street Address:901 Main Street Suite 4110 City:Dallas State:TXZip: 75202	7. Total fee (37 CFR 3.41)
5. Name and address of party to whom correspondence concerning document should be mailed: Name:John T. Mitchell Internal Address: Little Pedersen Fankhauser L.L. Street Address:901 Main Street Suite 4110 City:Dallas State:TXZip: 75202	Authorized to be charged to deposit account Authorized to be charged to deposit account (Attach duplicate copy of this page if paying by deposit account seems of the count of the charge of the cha
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5. Name and address of party to whom correspondence concerning document should be mailed: Name:John T. Mitchell Internal Address: Little Pedersen Fankhauser L.L. Street Address:901 Main Street Suite 4110 City:Dallas State:TX Zip: 75202 DO NOT U 9. Statement and signature. To the best of my knowledge and belief, the foregoing interpretations and states are suited as a state of the states are states are suited as a state of the states are suited as a state of	Authorized to be charged to deposit account Authorized to be charged to deposit account (Attach duplicate copy of this page if paying by deposit account seems of the count of the charge of the cha

Comm ssioner of Patent & Trademarks, Box Assignn Washington, D.C. 20231

TRADEMARK REEL: 002541 FRAME: 0684

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of June 27, 2002, by and between Pelstar, LLC, an Illinois limited liability company ("Company"), and Guaranty Business Credit Corporation, a Delaware corporation ("GBCC"). Company hereby agrees with GBCC as follows:

- 1. <u>Defined Terms</u>. Terms used but not otherwise defined herein shall have the meanings assigned thereto in that Loan and Security Agreement (as the same may be amended, restated, renewed, extended, supplemented, or otherwise modified from time to time, the "<u>Loan Agreement</u>"), of even date herewith, between Company and GBCC.
- 2. <u>Grant of Security Interest</u>. To secure the obligations of Company under the Loan Agreement, Company hereby grants to GBCC a first priority security interest in, and conditionally assigns, but does not transfer title, to GBCC all of Company's right, title and interest in and to the following assets and properties (collectively, the "<u>Collateral</u>"):
- all trademarks, rights and interests predictable as trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and any other designs or sources of business identifies, indicia of origin or similar devices, including without limitation, those listed on Schedule 1 attached hereto, all registrations with respect to the foregoing, and all extensions and renewals with respect to any of the foregoing, together with all of the goodwill associated therewith, in each case whether now or hereafter existing, and all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and
 - (b) all proceeds of the foregoing.
- 3. <u>Warranties and Representations</u>. Company hereby warrants and represents to GBCC the following:
- (a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Company or licensed to Company is set forth on Schedule 1;
- (b) Each of the trademarks and trademark registrations are valid and enforceable, and Company is not presently aware of any past, present, or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;
- (c) Company is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the trademarks and trademark registrations, free and clear of

any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, shop rights and covenants by Company not to sue third persons;

- (d) Company has used and will continue to use proper statutory notice in connection with its use of each of the trademarks; and
- (e) Company has used, and will continue to use, consistent standards of high quality (which may be consistent with Company's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks.
- 4. <u>After Acquired Trademark Rights</u>. If Company shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Company shall give prompt notice in writing to GBCC with respect to any such new trademarks or renewal or extension of any trademark registration. Company shall bear any expenses incurred in connection with future applications for trademark registration.
- 5. <u>Litigation and Proceedings</u>. Company shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Company shall provide to GBCC any information with respect thereto reasonably requested by GBCC. GBCC shall provide at Company's expense all necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party. Following Company's becoming aware thereof, Company shall notify GBCC of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Company's claim of ownership in any of the trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.
- 6. Events of Default. An Event of Default hereunder shall be deemed to have occurred and be continuing if (a) Company shall have breached any of the provisions of this Agreement or (b) an "Event of Default" shall have occurred under the Loan Agreement.
 - 7. Specific Remedies. Upon the occurrence of any Event of Default:
- (a) GBCC may notify licensees to make royalty payments on any license or other similar agreements relating to the Collateral directly to GBCC.
- (b) GBCC may sell or reassign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as GBCC deems advisable. Any requirements of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Company ten (10) days prior to such disposition. Company shall be credited

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with the net proceeds of such sale only when they are actually received by GBCC, and Company shall continue to be liable for any deficiency remaining after the Collateral is sold or collected.

- (c) If the sale is to be a public sale, GBCC shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held.
- (d) To the maximum extent permitted by applicable law, GBCC may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the obligations owned by Company to GBCC as a credit on account of the purchase price of any Collateral payable by GBCC at such sale.
- (e) GBCC may exercise any and all other rights and remedies available to it as a secured party under applicable law or the Uniform Commercial Code regardless of whether any part of the Collateral is subject to the Uniform Commercial Code, and may exercise any rights and remedies available to it under the Loan Agreement as the result of such Event of Default as if the Collateral hereunder were Collateral under the Loan Agreement.
- 8. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that Company may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of GBCC. GBCC RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY. Without limiting the generality of the foregoing, GBCC may from time to time grant participations in all or any part of the obligations of Company hereunder or the Loan Agreement to any Person on such terms and conditions as may be determined by GBCC in its sole and absolute discretion, provided that the grant of such participation shall not relieve GBCC of its obligations hereunder nor create any additional obligation of Company.
- 9. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. COMPANY HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN GBCC AND COMPANY BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN GBCC AND COMPANY SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, HAVING

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JURISDICTION UNLESS GBCC SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

- 10. WAIVERS. **EACH OF** COMPANY AND **GBCC** HEREBY (A) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HEREWITH; (B) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL. EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (C) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (D) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.
- Notices. All notices, requests, consents, demands and other communications 11. required or permitted under this Agreement shall be in writing and, unless otherwise specifically provided in such Agreement, shall be deemed sufficiently given or furnished if delivered by personal delivery, by telegram or telex, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified below (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram or telex, upon receipt.

If to Company:

Pelstar, LLC

7400 West 100th Place Bridgeview, Illinois 60455

Attn: President

Fax No.: (708) 233-5472

With a copy to: Pedersen & Houpt 161 N. Clark St., Suite 3100 Chicago, Illinois 60601 Attn: Thomas Ferguson Fax No.: (312) 641-6895

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TRADEMARK REEL: 002541 FRAME: 0688 If to GBCC:

Guaranty Business Credit Corporation

8333 Douglas Avenue, Suite 530

Dallas, Texas 75225

Attn: Mr. R. Lindsay Gordon

Fax No.: (214) 360-3462

IN WITNESS WHEREOF, Company and GBCC have executed this Agreement by their duly authorized officers as of the date first above written.

PELSTAR, LLC

By: Paul DN/ Je
Name: PAN D N/VE/2
Title: Pro/CTD

GUARANTY BUSINESS CREDIT

By:			
Name:			
Title:			

If to GBCC:

Guaranty Business Credit Corporation

8333 Douglas Avenue, Suite 530

Dallas, Texas 75225

Attn: Mr. R. Lindsay Gordon

Fax No.: (214) 360-3462

IN WITNESS WHEREOF, Company and GBCC have executed this Agreement by their duly authorized officers as of the date first above written.

PELSTAR, LLC

By:	
Name:_	
Title:	

GUARANTY BUSINESS CREDIT CORPORATION

Name. Jamos E. Casper

SCHEDULE 1 ASSIGNED TRADEMARKS

ASSIGNED TRADEMARKS							
ARGENTINA							
Sunhom-4-4337	PELOUZE	1/26/1994	1,907,152	6/30/1994	1 520 000		
		772071334	1,307,132	0/30/1994	1,530,226	Sunbeam Products, Inc.	REGISTERED
09 - ALL G	OODS IN THIS CLASS.						
AUSTRALIA	L						
Sunhom-4-4339	PELOUZE	2/9/1994	622,251	2/9/1994	A 622,251	Sunbeam Products, Inc.	REGISTERED
09 - Weighi goods in this class.	ng, measuring, signaling, che	cking (supervi	sion) apparatus	and instrume	nts including wi	eigh scales. All othe	er
AUSTRIA							
Sunhom-4-4338	PELOUZE	1/25/1994	AM 300/94	4/21/1994	152.265	Sunbeam Products, Inc.	REGISTERED
09 - SCIENTIFIC, NAUTICAL, SURVEYING, ELECTRIC, PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, MEASURING, SIGNALLING, CHECKING (SUPERVISION), LIFE-SAVING AND TEACHING APPARATUS AND INSTRUMENTS; APPARATUS FOR RECORDING, TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES; AUTOMATIC VENDING MACHINES AND MECHANISMS FOR COIN-OPERATED APPARATUS; CASH REGISTERS, CALCULATING MACHINES, DATA PROCESSING EQUIPMENT; FIRE-EXTINGUISHING APPARATUS; PARTS OF ALL AFORESAID GOODS; MAGNETIC DATA CARRIERS, RECORDING DISCS							
BENELUX							
Sunhom-4-4341	PELOUZE	2/15/1994	822,074	2/15/1994	545,586	Sunbeam	REGISTERED
09 - WEIGH	SCALES. ALL GOODS IN T	HIS CLASS.				Products, Inc.	
BRAZIL							
Sunhom-4-4340	PELOUZE	2/11/1994	817699449	11/7/1995	817699449	Signature Brands, Inc.	REGISTERED
09 - Weigh s	cales. All goods in this class.						
CANADA							
Sunhom-4-4342	PELOUZE	4/11/1991	679,693	9/25/1992	403.052	Sunbeam Products, Inc.	REGISTERED
09 - WEIGH	SCALES.						
Sunhom-4-4335	P & Design	4/11/1991	679,692	2/28/1992	TMA394.951	Sun beam Products, Inc.	REGISTERED
09 - Weighin	g scales						
CHILE							
Sunhom-4-4344	PELOUZE	1/26/1994	265,003	12/19/1994	435,918	Sunbeam	REGISTERED
09 - ALL GO	ODS IN THIS CLASS.					Products, Inc.	
CHINA							
Sunhom-4-4347	PELOUZE in Chinese Characters	2/22/1994	94 013,700	2/7/1996	812696	Sunbeam Products, Inc.	REGISTERED
09 - Weighin	g balance, weighing balance f	or letters, acc	urate scales, ele	ctronic baland	ce, electronic ba	alance for man.	
Sunhom-4-4346	PELOUZE in English	2/22/1994	94 013,702	2/7/1996	812,695	Sunbeam Products Inc	REGISTERED

09 - WEIGHING BALANCE, WEIGHING BALANCE FOR LETTERS, ACCURATE SCALES, ELECTRONIC BALANCE, ELECTRONIC BALANCE FOR MAN.

PELOUZE in Simple Chinese2/22/1994

Sunhom-4-4345

09 - Weighing balance, weighing balance for letters, accurate scales, electronic balance, electronic balance for man.

94 013,701

2/7/1996

812602

TRADEMARK REEL: 002541 FRAME: 0691

Products, Inc.

Sunbeam Products, Inc.

REGISTERED

COLOMBIA Sunhom-4-4348 09 - WEIGH	PELOUZE SCALES.	2/11/1994	94 005,360	5/30/1994	159,583	Sunbeam Products, Inc.	REGISTERED	
	TRI 10							
CZECH REPT	JBLIC PELOUZE	2/7/4004	00404	5/00/4000	100.075			
341110111-4-4349	FELOUZE	2/7/1994	86434	5/20/1996	190,375	Sunbeam Products, Inc.	REGISTERED	
09 - WEIGHI	NG SCALES. ALL GOODS II	N THIS CLAS	S.					
DENMARK								
Sunhom-4-4351	PELOUZE	1/24/1994	616/1994	5/6/1994	VR 2896/1994		REGISTERED	
09 - ALL GO	ODS IN THIS CLASS.					Products, Inc.		
EGYPT								
Sunhom-4-4353	PELOUZE	2/12/1994	90022	2/12/1994	90022	Sunbeam	REGISTERED	
09 - Weigh s	cales					Products, Inc.		
EUROPEAN U Sunhom-4-4352	JNION (CTM) PELOUZE	A (1.11.00C	170554	2/2/4000	170554	0	DEGLOTEDES	
3dff10ff1-4-4352	PELOUZE	4/1/1996	172551	2/2/1999	172551	Sunbeam Products, Inc.	REGISTERED	
checking (supervision); life-saving an images, magnetic data carriers, reco calculating machines, o processing et 14 - Precious jewelry, precious stone horological ch 16 - Paper, ca material; photographs, stationery; ad requisites (except furniture); ins classes); playing cards	carriers, recording discs, automatic vending machines and mechanisms for coin operated apparatus, cash registers, calculating machines, data processing equipment and computers, fire-extinguishing apparatus. 14 - Precious metals and their alloys and goods in precious meals or coated therewith, not included in other classes, jewelry, precious stones, horological chronometrical instruments 16 - Paper, cardboard and goods made from these materials, not included in other classes; printed matter, bookbinding material; photographs, stationery; adhesives for stationery or household purposes, artists' materials; paint brushes; typewriters and office							
FINLAND	PELOUZE	1/31/1994	466/94	12/5/1994	135323	Sunbeam	REGISTERED	
Sunhom-4-4355						Products, Inc.		
09 - WEIGH	SCALES. ALL GOODS IN CL	ASS 9.						
FRANCE						0	REGISTERED	
Sunhom-4-4356	PELOUZE	1/24/1994	94/502893	1/24/1994	94/502893	Sunbeam Products, Inc.	REGISTERED	
09 - ALL GO	ODS IN THIS CLASS.							
GERMANY						Curham	REGISTERED	
Sunhom-4-4350	PELOUZE	1/26/1994	H 71 395/9 Wz	11/25/1994	2 085 988	Sunbeam Products, Inc.	TILOTO I EL TE	
09 - ALL GO	ODS IN THIS CLASS.			-				
GREECE					447000	Sunbeam	REGISTERED	
Sunhom-4-4358	PELOUZE	2/1/1994	117689	5/17/1996	117689	Products, Inc.		
og - WEIGH	SCALES. ALL GOODS IN T	HIS CLASS.						

- 2 -

HONG KONG

Sunhom-4-4359 **PELOUZE** 2/14/1994 01612/1994

11/28/1995 09863/1995

Sunbeam Products, Inc.

REGISTERED

09 - WEIGHING SCALES, THERMOMETERS AND TIMERS.

HUNGARY

Sunhom-4-4360 **PELOUZE** 1/26/1994 M94 00522 2/27/1997

142 657

Sunbeam Products, Inc. REGISTERED

09 - SCIENTIFIC, NAUTICAL, SURVEYING, ELECTRIC, PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, MEASURING, SIGNALLING, CHECKING (SUPERVISION), LIFE-SAVING AND TEACHING APPARATUS AND INSTRUMENTS; APPARATUS FOR RECORDING, TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES: MAGNETIC DATA CARRIERS, RECORDING DISCS; AUTOMATIC VENDING MACHINES AND MECHANISMS FOR COIN-OPERATED APPARATUS; CASH REGISTERS, CALCULATING MACHINES, DATA PROCESSING EQUIPMENT AND COMPUTERS, FIRE-EXTINGUISHING APPARATUS, WEIGH SCALES.

IRELAND

Sunhom-4-4361 **PELOUZE** 2/18/1994 94/1013 12/18/1995 A 161655

Sunbeam Products, Inc. REGISTERED

09 - WEIGHING SCALES.

ISRAEL

Sunhom-4-4362 **PELOUZE** 1/25/1994 90933 12/3/1995

90933

Sunbeam Products, Inc. REGISTERED

09 - VOLUME MEASURING DEVICES; WEIGHING SCALES.

ITALY

Sunhom-4-4363 **PELOUZE** 1/27/1994

TO94C000145 7/2/1996

682357

Sunbeam Products, Inc. REGISTERED

09 - SCIENTIFIC, NAUTICAL, SURVEYING, ELECTRIC, PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, MEASURING, SIGNALLING, CHECKING (SUPERVISION), LIFE-SAVING AND TEACHING APPARATUS AND INSTRUMENTS; APPARATUS FOR RECORDING, TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES; MAGNETIC DATA CARRIERS, RECORDING DISCS; AUTOMATIC VENDING MACHINES AND MECHANISMS FOR COIN-OPERATED APPARATUS; CASH REGISTERS, CALCULATING MACHINES, DATA PROCESSING EQUIPMENT AND COMPUTERS; FIRE-EXTINGUISHING APPARATUS, NAMELY WEIGH SCALES.

JAPAN

Sunhom-4-4364

PELOUZE 2/23/1994

6(1994)-16667 11/29/1996 3228067

Sunbeam Products, Inc. REGISTERED

09 - SCALES.

MEXICO

PELOUZE Sunhom-4-4366

2/15/1994

190975

4/5/1994

456.137

Sunbeam Products, Inc. REGISTERED

09 - WEIGH SCALES. ALL GOODS IN THIS CLASS.

NEW ZEALAND

PELOUZE Sunhom-4-4368

2/11/1994

234189

1/24/1997

234189

Sunbeam Products, Inc. REGISTERED

09 - POSTAGE STAMP METERS, SCALES; APPARATUS TO CHECK STAMPING MAIL, THERMOMETERS (NOT FOR

MEDICAL PURPOSES),

THERMOSTATS; TIME RECORDING APPARTUS; AUTOMATIC TIME SWITCHES; WEIGHING APPARATUS AND

INSTRUMENTS: WEIGHING

MACHINES; WEIGHTS.

NORWAY Sunhom-4-4367

PELOUZE

94.0538 1/26/1994

1/5/1995

166,405

Sunbeam

Products, Inc.

REGISTERED

09 - ALL GOODS IN THIS CLASS.

- 3 -

TRADEMARK REEL: 002541 FRAME: 0693

PANAMA

Sunhom-4-4369 **PELOUZE** 4/22/1994 70651 Sunbeam PENDING

09 - WEIGH SCALES. ALL OTHER GOODS IN THIS CLASS.

POLAND

Sunhom-4-4370 **PELOUZE** 2/10/1994 Z-129670 11/20/1997 96326 Sunbeam REGISTERED

Products, Inc. 09 - SCIENTIFIC APPARATUS AND INSTRUMENTS, APPARATUS FOR RECORDING, TRANSMISSION AND

REPRODUCTION OF SOUND AND

IMAGES; CALCULATING MACHINES, CABLES FOR ELECTRICAL PURPOSES, NAUTICAL, SURVEYING, ELECTRIC,

PHOTOGRAPHIC.

CINEMATOGRAPHIC, OPTICAL, MEASURING, SIGNALLING, CHECKING (SUPERVISION), LIFE-SAVING AND

TEACHING APPARATUS AND

INSTRUMENTS: WEIGH SCALES; COIN OPERATED APPARATUS, PROTECTIVE CLOTHING, CLOTHING FOR

PROTECTION AGAINST FIRE

APPARATUS FOR DIVING, FURNITURE ESPECIALLY MADE FOR LABORATORIES AND STANDS FOR LABORATORIES.

SAUDI ARABIA

Sunhom-4-4373 PELOUZE 1/25/1994 23760 11/13/1994 326/2 REGISTERED Sunbeam Products, Inc.

09 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling,

checking (supervision),

life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or

images; magnetic data

carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers,

calculating machines and

data processing equipment; computers, fire-extinguishing apparatus.

SINGAPORE

Sunbeam REGISTERED 2/15/1994 1236/94 2/15/1994 A1236/94 **PELOUZE** Sunhom-4-4375 Products, Inc.

09 - Weighing scales, weighing apparatus and instruments, measuring devices, measures, measuring apparatus and

instruments; all included in

class 9

SLOVAK REPUBLIC

REGISTERED Sunbeam 10/21/1997 178 150 361-94 2/11/1994 Sunhom-4-4376 PELOUZE Products, Inc.

09 - Weigh scales. All goods in this class.

SOUTH AFRICA

REGISTERED Sunbeam 94/1492 94/1492 2/14/1994 2/14/1994 Sunhom-4-4380 PELOUZE Products, Inc.

09 - Scientific, nautical, surveying, electrical, electronic, photographic, cinematographic, optical, weighing, measuring,

(supervision), life-saving and teaching apparatus, instruments and systems; computerware (hardware and software); data signaling, checking

processors; weigh

Sunhom-4-4365

scales; parts, fittings, components and accessories for all the foregoing

SOUTH KOREA

REGISTERED Sunbeam 313,363 5/15/1995 94 - 3270 1/27/1994 PELOUZE Products, Inc.

34 - WEIGH SCALES; RULE; TAPE MEASURE; CUBIC-UNIT MEASURE - LARGE; CUBIC-UNIT MEASURE -

SMALL, LENGTH GAUGE, BALANCE AND SCALE.

SOVIET UNION

REGISTERED Sunbeam 127721 1/26/1994 94001826 1/26/1994

PELOUZE Products, Inc. Sunhom-4-4372

09 - All goods in Class 9.

TRADEMARK REEL: 002541 FRAME: 0694

Products, Inc.

SPAIN Sunhom-4-4354	PELOUZE I SCALES. ALL GOODS IN	2/1/1994	1801303	10/20/1994	4 1801303	Sunbeam Products, Inc.	REGISTERED
03 - 10101	TOOALLS. ALL GOODS IN	I MIS CLASS.					
SWEDEN							
Sunhom-4-4374	PELOUZE	1/24/1994	94 - 0726	11/11/1994	261.750	Sunbeam	REGISTERED
09 - WEIGH	SCALES. ALL GOODS IN T	THIS CLASS.				Products, Inc.	
SWITZERLA	AND						
Sunhom-4-4343	PELOUZE	1/31/1994	646/1994.6	2/5/1996	420,392	Sunbeam	REGISTERED
09 - ALL GC	OODS IN THIS CLASS.					Products, Inc.	
TAIWAN							
Sunhom-4-4381	PELOUZE & P Logo			4/1/1987	361,315	Sunbeam	REGISTERED
09 - APPAR	ATUS, EQUIPMENT AND AC	CESSODIES	FOR WEIGHT	AND MEAG	'DEC 1315 65	Products, Inc.	
MEASURING AND SURVEYING		OLOGORIES	FOR WEIGHTS	AND MEAS	JRES AND OT	HER ARTICLES FO	DR .
Sunhom-4-4382	PELOUSE & P Logo			9/15/1982	190,160	Sunbeam	REGISTERED
09 - AUTOM UNDERGROUND SCA WEIGHT SC		PLATFORM	SCALES, PLAT	FORM SCALE	ES, MAIL SCAL	Products, Inc.	NEGIO PENED
THAILAND							
Sunhom-4-4377	PELOUZE	3/8/1994	261469	2/24/1995	Kor25648	Sunbeam	REGISTERED
09 - Weigh s	cales.					Products, Inc.	
UNITED KING	GDOM						
Sunhom-4-4357	PELOUZE	2/10/1994	1562005	3/10/1995	A 1562005	Sunbeam Products, Inc.	REGISTERED
09 - WEIGHII	NG APPARATUS AND INSTE	RUMENTS: W	EIGHING SCAL	ES; ALL OTH	ER GOODS IN	THIS CLASS.	
UNITED STAT	rfc						
Sunhah-4-5430	FREIGHTMASTER	1/25/1990	74/023,570	2/18/1992	1,676,318	Sunbeam Products, Inc.	REGISTERED
9 - 9-WEIGH	NG SCALES.						
Sunhah-4-5503	HANSON	2/10/1923	175,864	5/6/1924	183,825	Sunbeam Products, Inc.	REGISTERED
09 - WEIGHII	NG SCALES						
Sunhom-4-4334	LOGO DESIGN	5/28/1986	73/601,177	2/10/1987	1,428,214	Sunbeam Products, Inc.	REGISTERED
09 - WEIGH	SCALES.						
Sunhom-4-4383	PELSTAR 5	4/4/1984	73/473,728	2/26/1985	1,321,935	Sunbeam Products, Inc.	REGISTERED
09 - Weighing	g scales.						
Sunhom-4-7537	PELOUZE	10/13/1999	75/821,271	9/12/2000	2,385.549	Sunbeam Products, Inc.	REGISTERED
09 - THERM	OMETERS NOT FOR MEDIC	AL USE					DECISTEDED.
Sunhom-4-4336	PELOUZE	5/27/1986	73/600,853	12/23/1986	1,421,785	Sunbeam Products, Inc.	REGISTERED
	0041 50						

09 - WEIGH SCALES.

Sunhah-4-4387	PRO RATE	12/16/1997	75/406,251	12/21/1999	2,302,693	Sunbeam Products, Inc.	REGISTERED
Sunhom-4-4391	ZEPHYR	4/22/1968	296,191	5/23/1989	866,290	Sunbeam Products, Inc.	REGISTERED
Sunhom-4-7298	VIKING scales (for hunting).	11/23/1948	71/569,272	3/28/1950	523,170	Sunbeam Products, Inc.	REGISTERED
URUGUAY	,	1/00/1004	207.045	5/47/4000			
Sunhom-4-4378 09 - Weigh so	PELOUZE rales. All goods in this class.	1/28/1994	267,945	5/17/1996	267,945	Sunbeam Products, Inc.	REGISTERED
VENEZUELA Sunhom-4-4379	PELOUZE	3/7/1994	2900-94	1/5/1996	397	Sunbeam Products, Inc.	REGISTERED

09 - ELECTRICAL INSTUMENTS AND APPARATUS. NAMELY, ELECTRICAL WEIGH SCALES

COMMON LAW MARKS

Precision Memory lock Large packages (box design) Envelopes/packages design Envelopes design

Sunhah-4-4387 09 - SHIPPIN	PRO RATE.	12/16/1997	75/406,251	12/21/1999	2,302,693	Sunbeam Products, Inc.	REGISTERED
Sunhom-4-4391	ZEPHYR	4/22/1968	296,191	5/23/1989	866,290	Sunbeam Products, Inc.	REGISTERED
Sunhom-4-7298	VIKING scales (for hunting).	11/23/1948	71/569,272	3/28/1950	523,170	Sunbeam Products, Inc.	REGISTERED
URUGUA	, ζ,						
Sunhom-4-4378 09 - Weigh so	PELOUZE cales. All goods in this class.	1/28/1994	267,945	5/17/1996	267,945	Sunbeam Products, Inc.	REGISTERED
VENEZUELA Sunhom-4-4379	PELOUZE	3/7/1994	2900-94	1/5/1996	397	Sunbeam Products, Inc.	REGISTERED

09 - ELECTRICAL INSTUMENTS AND APPARATUS, NAMELY, ELECTRICAL WEIGH SCALES

COMMON LAW MARKS

Precision
Memory lock
Large packages (box design)
Envelopes/packages design
Envelopes design

RECORDED: 07/09/2002